IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Dickinson Wright PLLC, a Michigan professional limited liability company, Plaintiff, -vs- **MCZ Development Corp**., an Illinois corporation, **Sheffield Development Partners, LLC**, is an Illinois limited liability company, **Golden Canyon Partners, LLC**, a Nevada limited liability company, and **Florence Development Partners, LLC**, is an Oklahoma limited liability company Defendants.	)	Civil Action No. 16-cv-03969 Hon. John Robert Blakey

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FIRST AMENDED COMPLAINT

Plaintiff Dickinson Wright PLLC ("Dickinson Wright"), by its attorneys, for its Complaint against defendants MCZ Development Corporation ("MCZ"), Sheffield Development Partners, LLC, Golden Canyon Partners, LLC, and Florence Development Partners, LLC, allege as follows:

I. PRELIMINARY STATEMENT

1. This is an action for breach of contract or, alternatively quantum meruit. In December 2009, MCZ retained Dickinson Wright to provide advice and representation with respect to the development of an Indian gaming project in Broken Arrow, Oklahoma. A copy of the engagement letter is attached as Exhibit 1. Dickinson Wright attorneys performed the

requested services between 2009 and 2013. MCZ paid Dickinson Wright in part, but ceased all payments in January of 2012 while continuing to avail itself of the legal services of Dickinson Wright attorneys. Dickinson Wright withdrew from the representation and now brings this action to recover the outstanding balance of fees and costs in the amount of $315,089.25 plus interest thereon.

2. On September 6, 2013, Defendants filed a lawsuit (the "professional negligence case") in this Court against Dickinson Wright and one of its members, Dennis Whittlesey, alleging professional negligence arising from legal advice relating to the legal and regulatory requirements in connection with the development of the Broken Arrow gaming project. A copy of Defendants' complaint is attached as Exhibit 2.

3. Dickinson Wright filed a motion to dismiss on May 11, 2015. In a Memorandum Opinion and Order dated November 12, 2015, the Court granted the motion and dismissed the lawsuit with prejudice. A copy of the Memorandum Opinion and Order is attached as Exhibit 3. Defendants appealed the case to the Seventh Circuit.

II. PARTIES

4. Dickinson Wright is a law firm operating as a Professional Limited Liability Company duly formed and existing under the laws of the State of Michigan. Dickinson Wright maintains offices in various states. Dickinson Wright does not have offices in Oklahoma, Illinois or Florida.

5. MCZ is a corporation formed under the laws of the State of Illinois with a principal place of business at 1636 N. Bosworth Ave., Ste. C-1, Chicago, Illinois 60642. MCZ conducts real estate development and investment in various jurisdictions. MCZ is a member of Golden Canyon Partners, LLC, a Nevada limited liability company, which is in turn a member of

Florence Development Partners LLC, an Oklahoma limited liability company in the business of developing and operating gaming facilities in Oklahoma.

6. Sheffield Development Partners, LLC ("Sheffield Development") is an Illinois limited liability company. Sheffield Development's members, James Haft and Michael Lerner, are citizens of Illinois. Sheffield Development is a citizen of Illinois pursuant to 28 U.S.C. §1332(c).

7. Sheffield Development is in the business of investing in and/or developing real estate and acting as a member of Golden Canyon Partners, LLC.

8. Golden Canyon Partners, LLC ("Golden Canyon") is a Nevada limited liability company. Golden Canyon's members are Sheffield Development and Obadiah Development Group, Inc. ("Obadiah"). Obadiah is a Florida corporation with its principal place of business in Florida. Golden Canyon is a citizen of Illinois and Florida pursuant to 28 U.S.C. § 1332(c).

9. Golden Canyon is in the business of developing a certain tract of property in Oklahoma and pursuing gaming opportunities.

10. Florence Development Partners LLC ("Florence Development") is an Oklahoma limited liability company. Florence Development's members are Golden Canyon, Marcella Giles and Wynema Capps. Marcella Giles and Wynema Capps are both citizens of Oklahoma. Florence Development is a citizen of Illinois, Florida and Oklahoma pursuant to 28 U.S.C § 1332(c).

11. Florence Development is in the business of developing and operating gaming facilities in Oklahoma.

12. As alleged in the lawsuit filed by Defendants, between December 1, 2009 and September 21, 2011, the scope of Dickinson Wright's representation evolved to a point where it

agreed to and did provide legal services not only to MCZ, but also to Sheffield Development, Golden Canyon and Florence Development, regarding the gaming project.

III. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this matter pursuant to 29 U.S.C. §§1331 & 1332, as this action is between citizens of different states and the amount in controversy in this matter, exclusive of interest and costs, exceeds the sum or value of $75,000. The equity members of Dickinson Wright are citizens of Michigan, Arizona, Tennessee, Ohio, Maryland, Nevada, Virginia, Kentucky and Washington, D.C. Each member of Dickinson Wright is listed in the Attached Exhibit 5. None of the defendants are citizens of those States or Washington, D.C.

14. Venue in this action is properly laid in this Court pursuant to 28 U.S.C. § 1391 because the underlying contract for legal services was formed in the Northern District of Illinois, the relevant legal advice was delivered in the Northern District of Illinois, decisions in reliance of the legal advice were made in the Northern District of Illinois, invoices for legal services were delivered in the Northern District of Illinois and damages were sustained in the Northern District of Illinois.

IV. FACTUAL ALLEGATIONS

COUNT 1
(BREACH OF CONTRACT)

15. In 2009, MCZ from Dickinson Wright attorney Dennis Whittlesey sought advice regarding the proposed development of an Indian casino in Broken Arrow, Oklahoma through its interests in Florence Development Partners, LLC and in partnership with a federally recognized Indian tribe, the Alabama-Quassarte Tribal Town of Oklahoma. Over the course of the

representation, MCZ ended its relationship with the Alabama-Quassarte Tribal Town and partnered with the Kialegee Tribal Town, another federally recognized Indian tribe in Oklahoma.

16. Dickinson Wright undertook the representation of MCZ on or about December 1, 2009 pursuant to the engagement letter, Exhibit 1. As stated in paragraph 12 above, the scope of Dickinson Wright's representation expanded to include the other Defendants; although a new engagement letter was not executed. Defendants are hereinafter collectively referred to as "MCZ".

17. Dickinson Wright attorneys immediately began providing legal services and invoiced MCZ the same month. Dickinson Wright continued to invoice MCZ each month. MCZ submitted its first payment of $30,000 on April 29, 2010.

18. MCZ held out Dickinson Wright attorneys as its counsel and Dickinson Wright diligently performed requested legal services to the benefit of MCZ. The work requested by MCZ and performed by Dickinson Wright included, but was not limited to, the following:

a. Obtain approvals needed to conduct gaming. Whittlesey advised MCZ regarding various approvals required for the conduct of Indian gaming pursuant to the Indian Gaming Regulatory Act of 1988, including obtaining a gaming license from the Tribe and attending meetings with federal officials at the National Indian Gaming Commission and United States Department of the Interior in Washington, D.C.

b. Review of Agreements. Dickinson Wright attorneys reviewed and revised various documents and agreements between MCZ, other investors, and its tribal partners including leases, joint venture agreements, business entity formation documents, and other contracts related to the development of the proposed casino.

c. Preparation of Legal Opinions and Memoranda. Dickinson Wright attorneys prepared a legal opinion letter as well as memoranda for MCZ regarding the various regulatory approvals and procedures required in order to conduct Indian gaming.

d. Litigation Counsel. Whittlesey represented some of the defendants as lead counsel in federal court litigation filed by the State of Oklahoma against Florence Development Partners as well as the tribal and corporate officials of the Kialegee Tribal Town and its federally chartered corporation. Legal services provided by

Whittlesey and Dickinson Wright included researching, drafting, filing and responding to motions and legal briefs, and traveling to Tulsa, Oklahoma to participate in court hearings.

19. From December 22, 2009 to September 10, 2013, Dickinson Wright sent monthly invoices to MCZ, each of which listed the total fees and contained detailed descriptions of the legal services performed by Dickinson Wright attorneys and the time spent on the tasks.

20. From the outset of the litigation, MCZ demonstrated a pattern of sporadic and partial payment of invoices timely submitted by Dickinson Wright.

21. Dickinson Wright repeatedly attempted to engage in good-faith negotiations with MCZ on outstanding balances. On December 17, 2010, in response to an objection by MCZ regarding the hours billed and to maintain an amicable working relationship with the client, Dickinson Wright agreed to a one-time write-down of $59,442.64 of fees due the firm in consideration for promises of prompt payment of all future invoices in full.

22. Subsequent to that agreement, MCZ made timely payments of invoices throughout 2011.

23. On February 8, 2012, the State of Oklahoma filed a lawsuit in the United States District Court for the Northern District of Oklahoma against the Kialegee Tribal Town, its officials, and Florence Development Partners challenging the authority of the Kialegee Tribal Town to develop the gaming project.

24. Dickinson Wright represented Florence Development Partners in the lawsuit, filed responsive pleadings and appeared in district court on its behalf.

25. On July 20, 2012, the Court entered an order enjoining the Tribe from conducting Class III gaming on the Broken Arrow property or proceeding with construction of the casino. *Oklahoma v. Hobia*, No. 12-CV-054-GKF-TLW, 2012 WL 2995044 (N.D. Okla. July 20, 2012). The Tribe immediately appealed the order to the Tenth Circuit Court of Appeals.

26. None of the invoices reflecting work done during the intensive federal district court litigation have been paid.

27. MCZ has made no payment since paying Dickinson Wright's January 2012 invoice in full.

28. In reliance on MCZ's representations and promises to pay, and in accordance with its professional obligations, Dickinson Wright continued to provide legal services to MCZ regarding the appeal of the district court injunction in the United States Court of Appeals for the 10th Circuit until March 2013.

29. On July 15, 2013, Whittlesey wrote a letter to MCZ proposing a payment plan including an immediate lump-sum payment and a monthly payment plan, as well as payments to expert witnesses retained for the litigation. Whittlesey stated that, absent such a payment arrangement, he would file a Motion to Withdraw from the ongoing federal litigation.

30. On September 6, 2013, MCZ filed the professional negligence case alleging that negligence in the provision of legal services provided by Dickinson Wright and Whittlesey caused MCZ to incur damages related to its investment in the gaming project which was delayed by the State of Oklahoma's opposition. MCZ made no allegation or claim of overbilling in its complaint against Dickinson Wright and Whittlesey. *MCZ Development Corp. et al v. Dickinson Wright, PLLC et al*, Case No. 1:13-cv-06395 (N.D.Ill. Sep. 6, 2013).

33. On November 27, 2013, Whittlesey and Dickinson Wright withdrew from the Tenth Circuit appeal.

34. On December 22, 2014, the Tenth Circuit reversed and remanded the District Court's order with instructions to vacate the preliminary injunction and to dismiss the State's complaint with prejudice. *Oklahoma v. Hobia*, 775 F.3d 1204 (10th Cir. 2014).

35. The outstanding balance owed for legal services provided by Dickinson Wright is $315,089.25 plus interest. See, attached as Exhibit 3, Affidavit of Scott Janssen.

36. Dickinson Wright has been injured and damaged as a result of Defendants breach of contract and failure to pay for the legal services rendered and the costs incurred on Defendants behalf.

COUNT 2
(QUANTUM MERUIT)

37. Plaintiff repeats and re-alleges each allegation in paragraphs 1 through 36 as if fully set forth herein.

38. Defendants requested, accepted and benefitted from Dickinson Wright's legal services while failing to pay for those legal services. It would unjustly enrich Defendants for this Court to permit the acceptance of those legal services by Defendants without paying Dickinson Wright for the reasonable value of those services and all costs expended by Dickinson Wright on its behalf.

39. The reasonable value of the unpaid legal services rendered to Defendants is $315,089.25.

40. Dickinson Wright has been injured and damaged as a result of MCZ's failure to pay for the legal services rendered and costs incurred on MCZ's behalf.

COUNT 3
(ACCOUNT STATED)

41. Plaintiff repeats each of the preceding paragraphs as though restated herein.

42. Plaintiff set invoices to MCZ and MCZ received invoices without objecting.

43. Defendants have not paid the balance owing on the account, despite Plaintiff's repeated demands for payment.

44. Defendants are now justly indebted to Plaintiff in the amount of $315,089.25.

45. The Affidavit of Scott Janssen verifying the balance due on the account is attached as Exhibit 4, and a copy of the account itself is attached thereto.

PLEA FOR RELIEF

WHEREFORE, Plaintiff, Dickinson Wright PLLC, demands that a judgment be entered in its favor and against MCZ Development Corporation:

A. Awarding Dickinson Wright damages in the amount of $315,089.25 plus statutory pre- and post-judgment interest allowed by law; and

B. Granting such further relief as is necessary and appropriate.

Dated: June 8, 2016

Respectfully Submitted,

By: /s/ Anne P. Ray

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Counsel for Plaintiff

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

County in which action arose ____________

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Dickinson Wright PLLC

(b) County of Residence of First Listed Plaintiff Wayne County, Michigan
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Adam D. Grant (ARDC #6298408)
Dickinson Wright PLLC, 500 Woodward Ave, Ste 4000
Detroit, MI 48226 Phone: (313) 223-3500

DEFENDANTS

MCZ Development Corporation, an Illinois corp; Sheffield Development Partners, LLC, an Illinois limited liability co; Golden Canyon Partners, LLC, a Nevada limited liability co.; Florence Development Partners, LLC, an Oklahoma limited liability co.

County of Residence of First Listed Defendant Cook County Illinois
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☒ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☒ 4
Citizen of Another State	☒ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. Section 1332

Brief description of cause:
Breach of Contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $ $315,089.25

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Sharon Johnson Coleman DOCKET NUMBER 1:13-CV-06395

DATE
March 29, 2016

SIGNATURE OF ATTORNEY OF RECORD
Adam D. Grant

FOR OFFICE USE ONLY

RECEIPT # ____ AMOUNT ____ APPLYING IFP ____ JUDGE ____ MAG. JUDGE ____

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: ______________________________

Case No.: ______________________________

Judge: ______________________________

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☒ Yes
☐ No

If yes, give the following information:

Court: U.S District Court for the Northern District of Illinois

Case No.: 1:13-cv-06395

Judge: Sharon Johnson Coleman

Notes :

Member's Name	Member's Citizenship for Diversity Jurisdiction
John E. Anderson Sr	Tennessee
John S. Artz	Michigan
Gary L. Birnbaum	Arizona
Richard M. Bolton	Michigan
Amy J. Borman	Ohio
Andrew S. Boyce	Michigan
Jeffrey S. Braun	Ohio
David G. Bray	Arizona
William T. Burgess	Michigan
George P. Butler III	Michigan
John G. Cameron Jr	Michigan
Spencer W. Cashdan	Arizona
Ari M. Charlip	Michigan
Scot L. Claus	Arizona
Scot C. Crow	Ohio
Derek C. Crownover	Tennessee
Frederick M. Cummings	Arizona
Roger H. Cummings	Michigan
Stephen E. Dawson	Michigan
Bernadette M. Dennehy	Michigan
David R. Deromedi	Michigan
John P. Desmond	Nevada
J. Benjamin Dolan	Michigan
Terence M. Donnelly	Michigan
Joan Ellis	Maryland
Peter H. Ellsworth	Michigan
M. Reid Estes Jr	Tennessee
Michael N. Feder	Nevada
Geoffrey A. Fields	Michigan
Brian S. Fleetham	Michigan
James C. Foresman	Michigan
Daniel F. Gosch	Michigan
Deborah L. Grace	Michigan
Henry M. Grix	Michigan
K. Scott Hamilton	Michigan
Michael C. Hammer	Michigan
Thomas D. Hammerschmidt Jr	Michigan
Craig W. Hammond	Michigan
Fred W. Hathaway	Washington DC
Mark V. Heusel	Michigan
Mark R. High	Michigan
John E. Holmes	Virginia
Martin D. Holmes	Tennessee
William H. Honaker	Michigan

David J. Houston	Michigan
Steven G. Howell	Michigan
Timothy H. Howlett	Michigan
James L. Hughes	Michigan
W. Anthony Jenkins	Michigan
Carolyn J. Johnsen	Arizona
Brian M. Johnson	Kentucky
Richard A. Jones	Michigan
William J. Kelly	Ohio
Peter F. Klett III	Tennessee
Jason P. Klingensmith	Michigan
Scott R. Knapp	Michigan
Peter J. Kulick	Michigan
Monica J. Labe	Michigan
Kathleen A. Lang	Michigan
David L. Lansky	Arizona
Judith Fertel Layne	Michigan
James E. Ledbetter	Virginia
Leslee M. Lewis	Michigan
Samuel D. Littlepage	Virginia
James E. Lozier	Michigan
Andrew W. MacLeod	Michigan
Christopher C. Maeso	Michigan
James F. Mauro	Michigan
Thomas G. McNeill	Michigan
Nicole M. Meyer	Virginia
Cynthia A. Moore	Michigan
Gregory W. Moore	Michigan
John C. Nishi	Michigan
William L. Novotny	Arizona
Francis R. Ortiz	Michigan
David A. Owen	Kentucky
Edward H. Pappas	Michigan
James H. Patterson	Arizona
Richard W. Paul	Michigan
James A. Plemmons	Michigan
Marlene A. Pontrelli	Arizona
Daniel D. Quick	Michigan
Les S. Raatz	Arizona
Michael T. Raymond	Michigan
H. Jonathan Redway	Virginia
Philip E. Rettig	Michigan
Robert F. Rhoades	Michigan
Leonce A. Richard	Arizona
Stephen E. Richman	Arizona
Henry C. Richmond III	Kentucky
Harlan W. Robins	Ohio
Michael S. Rubin	Arizona

Jordan S. Schreier	Michigan
Robert L. Schwartz	Arizona
W. Stuart Scott	Tennessee
Colleen M. Shevnock	Michigan
William P. Shield Jr	Michigan
Robert A. Shull	Arizona
Kester K. So	Michigan
James P. Spica	Michigan
Robert L. Stearns	Michigan
Timothy A. Stoepker	Michigan
Jeffery V. Stuckey	Michigan
Roger A. Swets	Michigan
Theodore B. Sylwestrzak	Michigan
John T. Terakedis	Ohio
Bruce C. Thelen	Michigan
Peter H. Webster	Michigan
Mark E. Wilson	Michigan
Steven D. Wolfson	Arizona
Kathryn S. Wood	Michigan
Paul M. Wyzgoski	Michigan
Katheryne L. Zelenock	Michigan
L. Pahl Zinn	Michigan